



## University of California Lawrence Berkeley National Laboratory

### **GENERAL PROVISIONS FOR CONSULTANT AND PERSONAL SERVICES SUBCONTRACTS**

#### **CLAUSE 1 - DEFINITIONS**

As used herein, the following terms shall have the indicated meanings:

- "Government" means the United States Government;
- "DOE" means the U. S. Department of Energy;
- "University" means The Regents of the University of California, acting through the LBNL;
- "LBNL" means the Lawrence Berkeley National Laboratory;
- "Patent Counsel" means the DOE Patent Counsel.
- "Subcontract" means this Subcontract with the University;
- The term "Subcontractor" means the party who has entered into this Subcontract with the University;
- The lower case term "subcontractor" means the Subcontractor's subcontractor(s).

#### **CLAUSE 2 - SCOPE OF SUBCONTRACT**

The scope of the Subcontract shall be limited to the acquisition of advisory and assistance services by independent, private individuals (consultants), or services by the subcontractor's assigned individuals (personal services).

The Subcontract is entered into as a subcontract under the University's Prime Contract No. DE-AC02-05CH11231 with the Government, represented by the DOE, for management and operation of the LBNL and the performance of certain research and development work.

#### **CLAUSE 3 - OPERATING ASSURANCE**

The Subcontractor bears primary responsibility for the research to be conducted under this Subcontract. The Subcontractor shall use its best ability, skill and care in the performance of work. Specifically, the Subcontractor shall be responsible for the professional quality, technical accuracy and the coordination of all data, reports, documentation and other services furnished by the Subcontractor under this Subcontract. The Subcontractor shall, without additional compensation, correct or revise any errors or deficiencies in its data, reports, documentation, and other services.

#### **CLAUSE 4 - KEY PERSONNEL**

The Subcontractor's Principal Investigator or Representative: (A.) will devote a reasonable amount of time to the work; (B.) be closely involved and continuously responsible for the conduct of the work; (C.) will not be replaced unless approved by LBNL; and (D.) will advise LBNL if she/he will devote substantially less effort to the subcontract than anticipated. It is understood and agreed that any key technical individual(s) assigned to this work shall not be reassigned to other work that will interfere with the research and support activities under this Subcontract without prior LBNL approval, except in circumstances beyond the reasonable control of the Subcontractor. If such circumstances arise, the Subcontractor shall inform the LBNL Procurement Specialist and the Technical Coordinator of such reassignments within (5) working days. A replacement individual shall be assigned by the Subcontractor and approved by the LBNL Coordinator within ten (10) working days. If an acceptable individual is not identified; LBNL reserves the right to terminate this Subcontract.

#### **CLAUSE 5 - BASIS OF AGREEMENT**

The Subcontractor undertakes to provide research and/or services to the LBNL based on the position(s), knowledge, education, experience(s), and/or publication(s) described in the Subcontractor's proposal to LBNL. LBNL acknowledges and accepts these credentials

and statements based, on the data contained in said proposal as a sufficient basis for entering into this Subcontract with the Subcontractor. However, LBNL shall hold the Subcontractor responsible for the authenticity of the knowledge, education, experience and/or publications as stated in the Subcontractor's proposal.

#### **CLAUSE 6 - INDEMNIFICATION**

Subcontractor hereby agrees to defend, indemnify, and hold the University, the DOE, and their respective officers, agents, and employees harmless from and against any and all claims, demands, fines, judgments, awards, and lawsuits for liability for damages for personal injury, bodily injury (including death), and damage to property (including the loss of use thereof) arising out of Subcontractor's performance of this order, except for such claims, demands, fines, judgments, awards, and lawsuits, which result from the sole negligence or the willful misconduct of the University, the DOE, and/or their respective officers, agents, and/or employees.

#### **CLAUSE 7 - NOTICES - INABILITY TO PERFORM: LITIGATION AND CLAIMS**

The Subcontractor shall give the University's Procurement Specialist immediate notice in writing of (1) any action, including any proceeding before an administrative agency, filed against the Subcontractor arising out of the performance of this Subcontract, and (2) any claim against the Subcontractor, the cost and expense of which is allowable under the terms of this Subcontract.

If, at any time during the performance of this Subcontract, the Subcontractor becomes aware of any circumstances whatsoever which may jeopardize its fulfillment of the agreed performance of all or any portion of the Subcontract, it shall immediately notify the University's Procurement Specialist in writing of such circumstances, and the Subcontractor shall take whatever action is necessary to cure such defect within the shortest possible time.

#### **CLAUSE 8 - LIABILITY WITH RESPECT TO COST ACCOUNTING STANDARDS**

Reference is made to the clause entitled "Cost Accounting Standards," of this Subcontract. Notwithstanding the provisions of that clause, or of any other provision of this Subcontract, the Subcontractor shall be liable to the University for any increased costs, or interest thereon, resulting from any failure of the Subcontractor, with respect to activities carried on at the site of the work, or of a subcontractor, to comply with applicable cost accounting standards or to follow any practices disclosed pursuant to the requirements of such clause.

#### **CLAUSE 9 - RELEASE OF INFORMATION**

The Subcontractor agrees that information regarding this Subcontract and the name of the University, LBNL, or the Government shall not be used, in any publications, news releases, advertising, speeches, technical papers, photographs and other releases of information, without prior written approval from the University's Procurement Specialist.

#### **CLAUSE 10 - ASSIGNMENTS**

This subcontract may be assigned by the University to the U.S. Government or a successor-in-interest to the University.

Except as to assignment of payment due hereunder, the Subcontractor shall have no right, power or authority to sell, mortgage, transfer or assign this Subcontract, any portion hereof, any interest herein or any claim hereunder, nor allow or permit any other party or parties to have any interest in or use any part of the rights or obligations granted hereunder for any purpose whatsoever without the prior written consent of the University.

#### **CLAUSE 11 - DISPUTES**

Except as otherwise provided in this Subcontract, any dispute concerning a question of fact arising under this Subcontract, shall be decided by the LBNL Chief Financial Officer, or designee. Such decision shall be reduced to writing and a copy thereof mailed or otherwise furnished to the Subcontractor. Within 30 days after date of receipt of such copy, Subcontractor may notify the University in writing of its disagreement with the University's decision and, in the absence of such notice, the University's decision shall be final. The Subcontractor may pursue any right or remedy it may have, at law or in equity, in any court of competent jurisdiction. Pending resolution of such action, the Subcontractor shall proceed diligently with the performance of the Subcontract in accordance with the University's decision.

#### **CLAUSE 12 - TRAVEL**

The Subcontract may include the estimated cost of round-trip travel deemed necessary by the LBNL Technical Coordinator. Only actual travel costs will be paid, and any such costs must be paid in accordance with the Federal Travel Regulations and Berkeley Laboratory Travel policies, attached, as needed. Any Foreign Travel (any travel outside of Canada and the United States and its territories and possessions) will require prior written approval by LBNL.

#### **CLAUSE 13 - PERSONAL CONFLICTS OF INTEREST**

Subcontractor recognizes that University is a prime contractor of the Government and will obtain assurances that the assigned individual will refrain from activities on behalf of the University and the Government which could be interpreted as creating a conflict of interest for him.

Subcontractor warrants and represents that to the best of its knowledge there exists no direct or indirect private interest of the assigned individual (including corporate stockholdings or other business agreements and obligations) which is, or may appear to be incompatible with the assigned individual's services under this Agreement and that the assigned individual is not concurrently performing work on a full time annual employment basis with any other organization under a cost type contract with DOE.

Subcontractor agrees to have the assigned individual avoid any activities influencing decisions on behalf of the University (including participation in proposal, design, or negotiation phases of University procurements) which directly or indirectly affect the interest of the University or Government where the assigned individual has a personal interest in the matter which may be incompatible with the interest of the University and Government, and to promptly notify the University regarding any change in either the assigned individual's private interest or other services under this Agreement which may result or appear to result in a conflict of interest.

#### **CLAUSE 14 - CONDUCT OF THE ASSIGNED INDIVIDUALS**

Subcontractor will assure that the assigned individual will comply with the following standards of conduct:

*Gratuities.* The assigned individual shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties, accept any gratuity or special favor from individuals or organizations with whom the University is doing business, or proposing to do business, in accomplishing the work under this Agreement.

*Use of privileged information.* The assigned individual shall not use for personal gain or make other improper use of privileged information which is acquired in connection with their work under this Agreement. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific developments; medical, personnel or security records of individuals; anticipated materials requirements or pricing actions; possible new sites for DOE program operations; and knowledge of selections of contractors or subcontractors in advance of official announcement.

*Incompatibility between regular duties and private interests.* The assigned individual shall not be permitted to make or influence any decisions on behalf of the University which directly or indirectly affect the interest of the Government if the assigned individual's personal concern in the matter may be incompatible with the interest of the Government.

#### **CLAUSE 15 - PRICING OF ADJUSTMENTS**

When costs are a factor in any determination of a Subcontract price adjustment pursuant to the "Changes" clause or any other provision of this Subcontract, such costs shall be in accordance with the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (48 CFR Part 31), as supplemented or modified by DEAR Part 931 (48 CFR Part 931) then in effect.

#### **CLAUSE 16 - RIGHT TO INVENTIONS**

The University may have the right of election to any subject inventions which are conceived and/or first reduced to practice under this Subcontract in accordance with DOE Class Waiver No W(C)-90-014. When Waiver No W(C)-90-014 is deemed to apply, the University shall notify the assigned personnel of the University's right of election to any subject inventions. Further, upon request from the University's Procurement Specialist, the assigned personnel shall obtain, complete, and return a Guest Patent Agreement to the Berkeley Lab Receptionist Center, Building 65, or as otherwise directed by the University.

#### **CLAUSE 17 - WORK ON UNIVERSITY OR GOVERNMENT PREMISES**

*(Applicable to Subcontracts involving Subcontractor's performance at University or Government-owned sites or facilities.)*

(a) **Liens.** The Subcontractor agrees that, at any time upon the request of the University, it will submit a sworn statement setting forth the services performed or goods furnished by lower-tier subcontractors and the amount due and to become due to each, and that before the final payment called for hereunder, it will, if requested, submit to the University a complete set of vouchers showing what payments have been made for goods and labor used in connection with the work called for hereunder.

(b) **Indemnify, Defend and Hold Harmless.**

(1) The Subcontractor shall indemnify, defend and hold harmless the University and the Government from all claims, demands, causes of action, or suits, of whatever nature, arising out of the services, labor, and goods furnished by the Subcontractor or its lower-tier subcontractors under the subcontract, and from all laborers', materialmen's, and mechanics' liens upon the real property upon which the work is located or any other property of the University or the Government; and

(2) Promptly notify the University, in writing, of any such claims, demands, causes of action, or suits brought to its attention. The Subcontractor shall forward with such notification copies of all pertinent papers received by the Subcontractor with respect to any such claims, demands, causes of action, suits, or liens and, at the request of the University, shall do all things and execute and deliver all appropriate documents and assignments in favor of the University or the Government of all the Subcontractor's rights and claims growing out of such asserted claims as will enable the University and the Government to protect their respective interests by litigation or other means. The

final payment shall not be made until the Subcontractor, if required, shall deliver to the University a complete release of all liens arising out of the subcontract or receipts in full in lieu thereof, as the University may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and goods for which a lien could be filed; but the Subcontractor may, if any lower-tier subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the University to indemnify it against any claim by lien or other means. If any lien or claim remains unsatisfied after all payments are made, the Subcontractor shall refund to the University all moneys that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorney's fees.

(c) **Cleaning Up.** The Subcontract shall at all times keep University or Government premises and adjoining premises where the work is performed free from accumulations of waste material or rubbish caused by its employees, work of its employees, or work of any of its lower-tier subcontractors; and, at the completion of the work, it shall remove all rubbish from and about the buildings and all of its and its lower-tier subcontractors' tools, scaffolding, and surplus materials and shall leave the work area "broom clean" or its equivalent, unless more exactly specified. In cases of a dispute between the Subcontractor and its lower-tier subcontractors employed on or about the structure or structures upon which the work is to be done, as herein provided, as to responsibility for the removal of the rubbish, or, in case the same is not promptly removed as herein required, the University may remove the rubbish and charge the cost to the Subcontractor.

(d) **Employees.**

(1) The Subcontractor shall not employ for the work any unfit person or anyone not skilled in the work assigned to the person and shall devote only its best qualified personnel to work under the subcontract. Should the University deem anyone employed on the work incompetent or unfit for duty and so inform the Subcontractor, the Subcontractor shall remove such person from the work under the subcontract, and that person shall not again, without written permission of the University, be assigned to work under the subcontract.

(2) It is understood that if employees of the University shall perform any acts for the purpose of discharging the responsibility undertaken by the Subcontractor hereunder, whether requested to perform such acts by the Subcontractor or not, such employees of the University while performing such acts shall be considered the agents and servants of the Subcontractor subject to the exclusive control of the Subcontractor.

(e) **Insurance.** The Subcontractor shall maintain with reputable companies insurance in amounts required under the subcontract sufficient to protect the University and the Government from any and all public liability and Workers' Compensation claims at all times during the performance of the subcontract. If requested, the Subcontractor shall supply the University with one copy of certificates of insurance covering policies required hereunder and shall obtain satisfactory evidence of lower-tier subcontractors' compliance with these provisions before their participation in the work. In the absence of more specific direction from the University, the Subcontractor shall maintain additional insurance to the extent consistent with sound business practice.

(f) **Environment, Safety, Health, and Fire Protection.**

(1) The Subcontractor shall take all reasonable precautions in the performance of the work under this subcontract to protect the health and safety of employees and members of the public; minimize danger from all hazards to life and property; and, to the extent compliance is required, shall comply with all health, safety, fire protection, and environmental regulations and requirements, including reporting requirements, of the University and DOE. The University shall notify the Subcontractor in writing of any noncompliance with the provisions of this clause and the corrective action to be taken. After receipt of such notice, the Subcontractor shall immediately take corrective action. This corrective action shall include, at a minimum, that the Subcontractor submit a management program and implementation

plan to the University for review and approval within 30 days after the date of award of this subcontract. In the event that the Subcontractor fails to comply with said regulations or requirements of the University or the DOE, the University may, without prejudice to any other legal or contractual rights of the University, issue a stop-work order stopping all or any part of the work; thereafter, a start order for resumption of the work may be issued at the discretion of the University. The Subcontractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

(2) The Subcontractor shall take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon University or Government premises. Such measures and precautions shall include, but shall not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on University or Government premises which could be dangerous and to prevent accidents of any kind whenever work is being performed in proximity to any moving or operating machinery, equipment, or facilities, whether such machinery, equipment, or facilities are the property of or are being operated by the Subcontractor, its lower-tier subcontractors, the University, or other persons.

## **CLAUSE 18 – WORKER SAFETY AND HEALTH**

*(Applicable when the subcontract involves work to be performed on a University or Government site.)*

Subcontractor and its lower tier subcontractors shall comply with the Department of Energy's Worker Safety and Health Program regulation, 10 CFR 851, which enforces worker safety and health requirements including, but not limited to, standards of the Occupational Safety and Health Administration as incorporated in the LBNL Worker Safety and Health Program at <http://www.lbl.gov/ehs/pub3000/>. Violations of safety and health provisions of 10 CFR 851 may subject Subcontractor and its lower tier subcontractors to penalties. Subcontractor and its lower tier subcontractors shall also follow the provisions of its Cal/OSHA mandated Injury and Illness Prevention Plan (IIPP) or equivalent and all LBNL safety procedures and policies communicated to it the Subcontractor.

Subcontractors shall ensure that those workers who require unescorted/unbadged access to the LBNL site complete the General Employee Radiation Training (GERT), as required by 10CFR835. The on-line training is available at <http://ehswprod.lbl.gov/EHSTraining/GERT/default.asp>. Hard copies of the training information are available at the Site Access office in Building 65B and at [http://www.lbl.gov/ehs/html/training\\_pdf/GERT\\_PDFONLY.pdf](http://www.lbl.gov/ehs/html/training_pdf/GERT_PDFONLY.pdf).

## **CLAUSE 19 – INJURY REPORTING**

*(Applicable to Subcontractors with ten or more employees working at University or Government-owned sites or facilities [herein called LBNL Site] except for work involving construction and contract labor when Subcontractor's employees receive specific task assignments from University employees.)*

(a) Subcontractor shall report all injuries to Subcontractor's employees that qualify for inclusion on Subcontractor's Cal-OSHA log to the University within 10 days of occurrence of the injury. Subcontractor shall furnish a copy of its supplemental injury report form (OSHA form 101 or equivalent) for each such case. This report shall be mailed to the LBNL SAAR Office, Health Services, MS 26-109. In addition, serious injuries resulting in death or hospitalization shall be reported by telephone immediately to the LBNL Health Services Receptionist, (510) 486-6266.

(b) Subcontractor shall report to the University the hours worked by Subcontractor's employees on the LBNL Site on a quarterly basis. For each quarter, the hours worked shall be reported in writing no later than the 10th day of the month following the end of the quarter. This report shall be mailed to the LBNL SAAR Office, Health Services, MS 26-109.

## **CLAUSE 20 - LIMITATION OF SCOPE**

The scope of work under this Subcontract does not provide for; development of a business plan, producing promotional materials, marketing LBNL or lobbying on behalf of LBNL, none of which will be reimbursed.

## **CLAUSE 21 - LAWS AND REGULATIONS**

The Subcontractor and its employees and subcontractors shall at all times comply with all applicable state and federal laws, ordinances, statutes, codes, rules, and regulations, including, but not limited to, those relating to wages, hours, employment discrimination, immigration, and safety (including OSHA).

## **CLAUSE 22 - ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

This Subcontract shall consist of the Subcontract document (including any signature page and schedule of articles), these General Provisions, and any other referenced or incorporated clauses, provisions, and documents, which is the entire agreement between the parties concerning the subject matter hereof and supersedes all prior proposals, representations, negotiations, or agreements, whether written or oral.

Any inconsistencies in the terms and conditions comprising the Subcontract shall be resolved by giving precedence in the following order: (a) the Subcontract document; (b) these General Provisions, including the FAR and DEAR clauses listed in the clause entitled *Clauses Incorporated by Reference*; (c) any specifications; (d) other documents listed in the Subcontract Article entitled *Incorporated Documents*, if any, in the order in which they are listed; and (e) any other referenced or incorporated clauses, provisions, and documents.

## **CLAUSE 23 - CLAUSES INCORPORATED BY REFERENCE**

The FAR and DEAR clauses listed below, which are located in Chapters 1 and 9, respectively, of Title 48 of the Code of Federal Regulations, are incorporated by this reference as a part of the University's Purchase Order or Subcontract (hereinafter "Subcontract") as prescribed below. As used in the clauses, the term "contract" shall mean the Subcontract; the term "Contractor" shall mean the entity (hereinafter "Subcontractor") who entered into the Subcontract with the University; the term "subcontractor" shall mean the Subcontractor's subcontractor; and the terms "Government" and "Contracting Officer" shall mean the University, except in FAR clauses 52.227-1 & Alt. I, 52.227-2, and 52.227-14, and DEAR clauses 952.227-11, 952.227-13, and 970.5232-3, in which clauses "Government" shall mean the U. S. Government and "Contracting Officer" shall mean the DOE Contracting Officer for Prime Contract DE-AC02-05CH11231 with the University. As used in FAR clause 52.245-1, the terms "Government" and "Contracting Officer" shall mean the University, except with respect to title. As used in DEAR clauses 952.227-9 and 970.5232-3, the term "DOE" shall mean DOE and the University. The Subcontractor shall include the listed clauses in its subcontracts at any tier, to the extent applicable.

### **THE FOLLOWING CLAUSES APPLY TO ALL SUBCONTRACTS:**

FAR 52.222-26	EQUAL OPPORTUNITY (APR 2002) (Note: Download the EEO Poster at: <a href="http://www.dol.gov/esa/regs/compliance/posters/eo.htm">http://www.dol.gov/esa/regs/compliance/posters/eo.htm</a> )
FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (APR 2006)
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
DEAR 952.204-71	SENSITIVE FOREIGN NATIONS CONTROLS (APR 1994) (See list at: <a href="http://www.lbl.gov/ufva">www.lbl.gov/ufva</a> )

FAR 52.227-14

RIGHTS IN DATA-GENERAL (JUN 1987), with Alternate V, and DEAR 927.409 paragraphs (a) and (d)(3).

If delivery of Restricted Computer Software is required, then Alternate III shall apply.

If delivery of Limited Rights Data is required, then Alternate II shall apply, with the following five purposes added at the end of paragraph (a) of the clause:

1. Use (except for manufacture) by other contractors;
2. Evaluation by non-government evaluators;
3. Use (except for manufacture) by other contractors participating in the Government's program of which the specific subcontracts is a part, for information and use in connection with the work performed under each subcontracts;
4. Emergency repair or overhaul work; and
5. Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government.

DEAR 952.227-82

RIGHTS TO PROPOSAL DATA (APR 1994), if the awarded Subcontract is based upon a technical proposal.

FAR 52.232-3

PAYMENTS UNDER PERSONAL SERVICE CONTRACTS (APR 1984)

FAR 52.243-1

CHANGES – FIXED PRICE (AUG 1987) with Alternate III (APR 1984).

FAR 52.244-2

SUBCONTRACTS (AUG 1998), with Alternate I (JAN 2006). Insert in paragraph (e): "Any subcontract or purchase order for other than "commercial items" exceeding the simplified acquisition threshold. ('Commercial item' has the meaning contained in FAR 52.202-1, Definitions.)"

FAR 52.245-1

GOVERNMENT PROPERTY (JUN 2007)

FAR 52.246-9

INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984)

FARA 52.247-64

PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006), if the Subcontract involves ocean transportation of supplies other than "commercial items."

FAR 52.249-12

TERMINATION (PERSONAL SERVICES) (APR 1984)

DEAR 952.227-9

REFUND OF ROYALTIES (FEB 1995), if "royalties" are paid under the Subcontract by the Subcontractor, or by a subcontractor at any tier.

DEAR 952.247-70

FOREIGN TRAVEL (DEC 2000)

DEAR 952.203-70

WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000), if the Subcontract involves any work at a DOE-owned or leased facility.

### **THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT IS FOR \$10,000 OR MORE:**

FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT IS FOR \$25,000 OR MORE:

DEAR 970.5223-4      WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000), if the Subcontract involves any of the hazardous activities stipulated in 10 CFR 707.2

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$100,000:

FAR 52.203-6      RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

FAR 52.203-7      ANTI-KICKBACK PROCEDURES (JUL 1995), excluding paragraph (c)(1).

FAR 52.203-10      PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

FAR 52.203-12      LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

FAR 52.222-35      EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006). Required for all Personal Services Subcontracts and for Consultant Subcontracts with Subcontractors which have employees other than the named Consultant. And if subcontract value is \$100,000 or greater.

FAR 52.222-37      EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006). Required for all Personal Service Subcontracts and for Consultant Subcontracts with Subcontractors which have employees other than the named Consultant. And if subcontract value is \$100,000 or greater.

FAR 52.222-39      NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) (Note: Download the "Beck" Poster at: <http://www.olms.dol.gov>)

FAR 52.223-14      TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

FAR 52.227-1      AUTHORIZATION AND CONSENT (JUL 1995)  
This clause only applies to non-research, development or demonstration work.

FAR 52.227-2      NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

FAR 52.229-3      FEDERAL, STATE AND LOCAL TAXES (APR 2003)

FAR 52.247-63      PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003), if the Subcontract involves international air transportation.

DEAR 952.209-72      ORGANIZATIONAL CONFLICTS OF INTEREST (JUNE 1997)

DEAR 970.5232-3      ACCOUNTS, RECORDS, AND INSPECTION (DEC 2000)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$500,000:

DEAR 952.226-74      DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

DEAR 970.5226-2      WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$650,000:

FAR 52.215-10      PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS (OCT 1997), if cost or pricing data is required.

FAR 52.215-12      SUBCONTRACTOR COST OR PRICING DATA (OCT 1997), if cost or pricing data is required.

FAR 52.215-13      SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (OCT 1997)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT INDICATES IT IS FOR RESEARCH, DEVELOPMENT, OR DEMONSTRATION (RD&D) WORK:

FAR 52.227-1      AUTHORIZATION AND CONSENT (JUL 1995), with Alternate I (APR 1984)

FAR 52.227-16      ADDITIONAL DATA RIGHTS (JUN 1987). Applies to all Subcontracts except those with Universities or Colleges under \$500,000.

DEAR 952.227-11      PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (FEB 1995), if the Subcontractor is a Domestic Small Business or Non-Profit Organization, as defined at FAR 27.301.

DEAR 952.227-13      PATENT RIGHTS - ACQUISITION BY THE GOVERNMENT (SEP 1997), if the Subcontractor is not a Domestic Small Business or Non-Profit Organization, as defined at FAR 27.301.

DEAR 952.227-84      NOTICE OF RIGHT TO REQUEST PATENT WAIVER (FEB 1998).

**END OF GENERAL PROVISIONS**